

WEIL, GOTSHAL & MANGES LLP
Richard W. Slack (*pro hac vice*)
(richard.slack@weil.com)
Jessica Liou (*pro hac vice*)
(jessica.liou@weil.com)
Matthew Goren (*pro hac vice*)
(matthew.goren@weil.com)
767 Fifth Avenue
New York, NY 10153-0119
Tel: 212 310 8000
Fax: 212 310 8007

KELLER BENVENUTTI KIM LLP
Tobias S. Keller (#151445)
(tkeller@kbbkllp.com)
Jane Kim (#298192)
(jkim@kbbkllp.com)
David A. Taylor (#247433)
(dtaylor@kbbkllp.com)
650 California Street, Suite 1900
San Francisco, CA 94108
Tel: 415 496 6723
Fax: 650 636 9251

*Attorneys for Debtors
and Reorganized Debtors*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric
Company
☐ Affects both Debtors

** All papers shall be filed in the Lead
Case, No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**FOURTH SCHEDULING AND MEDIATION
STIPULATION WITH RESPECT TO THE
CITY OF SANTA CLARA DBA SILICON
VALLEY POWER'S MOTION TO COMPEL
ASSUMPTION OR REJECTION OF
EXECUTORY CONTRACT CONCERNING
THE GRIZZLY DEVELOPMENT AND
MOKELUMNE SETTLEMENT
AGREEMENT**

**Related Docket No.: 10998, 11153, 11337,
11538, 11759, 11881**

Adjourning Hearing scheduled for April 12, 2022

1 **WHEREAS**, on January 29, 2019, PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and
2 Electric Company (the “**Utility**” and, together with PG&E Cop., the “**Debtors**” or “**Reorganized**
3 **Debtors**”, as applicable), commenced with the Court voluntary cases under chapter 11 of title 11 of
4 the United States Code (the “**Bankruptcy Code**”). The *Debtors’ and Shareholder Proponents’ Joint*
5 *Chapter 11 Plan of Reorganization dated June 19, 2020* [Docket No. 8048] (the “**Plan**”) was
6 confirmed by Order of the Court dated June 20, 2020 [Docket No. 8053] (the “**Confirmation Order**”).
7 The Plan became effective on July 1, 2020.

8 **WHEREAS**, on May 15, 2020, the City of Santa Clara dba Silicon Valley Power (“**Santa**
9 **Clara**,” and together with the Reorganized Debtors, the “**Parties**”) filed an *Objection to Cure Amount*
10 *and Request for Adequate Assurance of Future Performance by Counterparty City of Santa Clara*
11 *DBA Silicon Valley Power* [Docket No. 7208].

12 **WHEREAS**, on July 30, 2021, Santa Clara filed the *City of Santa Clara DBA Silicon Valley*
13 *Power’s Motion to Compel Assumption or Rejection of Executory Contract Concerning the Grizzly*
14 *Development and Mokelumne Settlement Agreement* [Docket No. 10998] (the “**Motion**”) which
15 noticed a response deadline of August 31, 2021, and a hearing date of September 14, 2021 (the
16 “**Hearing Date**”).

17 **WHEREAS**, on August 24, 2021, the Parties filed the *Scheduling Stipulation with Respect to*
18 *the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or Rejection of*
19 *Executory Contract Concerning the Grizzly Development and Mokelumne Settlement Agreement*
20 [Docket No. 11144] (the “**First Scheduling Stipulation**”), pursuant to which the Parties agreed to an
21 adjournment of the Hearing Date and a briefing schedule with respect to the Motion as set forth therein.
22 The First Scheduling Stipulation was approved by order of the Court, dated August 25, 2021 [Docket
23 No. 11153].

24 **WHEREAS**, on September 27, 2021, the Parties filed the *Second Scheduling Stipulation with*
25 *Respect to the City of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or*
26 *Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne Settlement*
27 *Agreement* [Docket No. 11331] (the “**Second Scheduling Stipulation**”), pursuant to which the Parties
28 agreed to further adjourn the Hearing Date and briefing schedule with respect to the Motion as set

1 forth therein. The Second Scheduling Stipulation was approved by order of the Court, dated
2 September 28, 2021 [Docket No. 11337].

3 **WHEREAS**, on November 1, 2021, the Parties filed the *Scheduling and Mediation Stipulation*
4 *with Respect to the City of Santa Clara DBA Silicon Valley Power's Motion to Compel Assumption or*
5 *Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne Settlement*
6 *Agreement* [Docket No. 11508] (the “**First Scheduling and Mediation Stipulation**”), pursuant to
7 which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion to allow for
8 mediation with the Honorable Randall J. Newsome (Ret.) (the “**Mediation**”) and agreed to further
9 adjourn the Hearing Date and briefing schedule with respect to the Motion as set forth therein. The
10 First Scheduling and Mediation Stipulation was approved by order of the Court, dated November 4,
11 2021 [Docket No. 11538].

12 **WHEREAS**, on December 27, 2021, the Parties filed the *Second Scheduling and Mediation*
13 *Stipulation with Respect to the City of Santa Clara DBA Silicon Valley Power's Motion to Compel*
14 *Assumption or Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne*
15 *Settlement Agreement* [Docket No. 11751] (the “**Second Scheduling and Mediation Stipulation**”),
16 pursuant to which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion
17 to allow for the Mediation to continue and agreed to further adjourn the Hearing Date and briefing
18 schedule with respect to the Motion as set forth therein. The Second Scheduling and Mediation
19 Stipulation was approved by order of the Court, dated December 27, 2021 [Docket No. 11759].

20 **WHEREAS**, on January 28, 2022, the Parties filed the *Third Scheduling and Mediation*
21 *Stipulation with Respect to the City of Santa Clara DBA Silicon Valley Power's Motion to Compel*
22 *Assumption or Rejection of Executory Contract Concerning the Grizzly Development and Mokelumne*
23 *Settlement Agreement* [Docket No. 11878] (the “**Third Scheduling and Mediation Stipulation**”),
24 pursuant to which the Parties agreed, among other things, to adjourn the Hearing Date on the Motion
25 to allow for the Mediation to continue and agreed to further adjourn the Hearing Date and briefing
26 schedule with respect to the Motion as set forth therein. The Third Scheduling and Mediation
27 Stipulation was approved by order of the Court, dated January 31, 2021 [Docket No. 11881].
28

1 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
2 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**
3 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**
4 **UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT**
5 **TO ORDER, THAT:**

6 1. The Hearing Date on the Motion shall be continued to June 7, 2022, at 10:00 am
7 (Prevailing Pacific Time). The April 12, 2022 hearing on the Motion is taken off the Court's
8 calendar.

9 2. The Reorganized Debtors' response to the Motion must be filed with the Court by
10 May 17, 2022.

11 3. Any reply by Santa Clara must be filed with the Court by May 31, 2022.

12 4. The Parties agree to continue to participate in the Mediation, including in any
13 sessions scheduled or recommended by Judge Newsome and agreed to by the Parties.

14 5. Nothing herein prevents the Parties from agreeing to a further adjustment of the
15 above schedule, subject to Court approval.

16 6. In the event that the terms of this Stipulation are not approved by the Bankruptcy
17 Court, it shall be null and void and have no force or effect. The Parties agree that this Stipulation
18 as it relates to the Mediation is covered by both settlement and mediation confidentiality and
19 privilege and shall be of no evidentiary value whatsoever in any proceedings.

20 7. Nothing herein shall be construed to be a waiver by the Debtors or the Reorganized
21 Debtors, as applicable, or any other party in interest, of any rights or defenses with respect to the
22 Motion or otherwise.

23 8. This Stipulation shall be binding on the Parties and each of their successors in
24 interest.

25 9. This Stipulation shall constitute the entire agreement and understanding of the
26 Parties relating to the subject matter hereof and supersede all prior agreements and understandings
27 relating to the subject matter hereof.

28 10. This Stipulation may be executed in counterparts, each of which shall be deemed an
original but all of which together shall constitute one and the same agreement.

11 11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

1 Dated: March 14, 2022

Dated: March 14, 2022

2 WEIL, GOTSHAL & MANGES LLP
3 KELLER BENVENUTTI KIM LLP

BOUTIN JONES INC.

4 /s/ Richard W. Slack
Richard W. Slack

/s/ Robert D. Swanson
Robert D. Swanson

5 *Attorneys for the Debtors and Reorganized*
6 *Debtors*

Attorneys for the City of Santa Clara DBA
Silicon Valley Power